



Local Public Agency Engineering Services Agreement

Using Federal Funds? [X] Yes [ ] No Agreement For: Federal PE Agreement Type: Original

LOCAL PUBLIC AGENCY

Local Public Agency: Homer Glen County: Will Section Number: 16-00017-00-WR Job Number: D-91-135-22 Project Number: BWRX(783) Contact Name: Carmen Maurella Phone Number: (708) 301-0632 Email: cmaurella@homerglenil.org

SECTION PROVISIONS

Local Street/Road Name: 151st Street Key Route: 3771 Length: 2.58 MI Structure Number: NA

Location Termini: Cedar Road to Bell Road Add Location Remove Location

Project Description: Complete Phase II engineering for the roadway reconstruction of 151st Street from Cedar Road to Bell Road including bi-direction turn lane/left turn lanes, multi-use path, storm sewer, profile adjustments and pedestrian traffic signals, ADA improvements.

Engineering Funding: [X] Federal [ ] MFT/TBP [ ] State [ ] Other STP Anticipated Construction Funding: [X] Federal [ ] MFT/TBP [ ] State [ ] Other STP

AGREEMENT FOR

[ ] Phase I - Preliminary Engineering [X] Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name: HR Green, Inc. Contact Name: Akram Chaudhry Phone Number: (815) 759-8310 Email: acaudhry@hrgreen.com Address: 1391 Corporate Drive, Suite 203 City: McHenry State: IL Zip Code: 60050

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

- Regional Engineer: Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor: Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge Contractor: A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

**AGREEMENT EXHIBITS**

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Qualification Based Selection (QBS) Checklist
- EXHIBIT D: Cost Estimate of Consultant Services (CESCS) Worksheet (BLR 05513 or BLR 05514 )
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**I. THE ENGINEER AGREES,**

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of United States Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
9. That none of the services to be furnished by the ENGINEER shall be sublet assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Preliminary Engineering Contracts:
  - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
  - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affix the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
  - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

**II. THE LPA AGREES,**

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
  - (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit C is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.

3. To pay the ENGINEER:
  - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
  - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

- Lump Sum  
 Specific Rate  
 Cost plus Fixed Fee:

Fixed

$$\text{Total Compensation} = \text{DL} + \text{DC} + \text{OH} + \text{FF}$$

Where:

DL is the total Direct Labor,  
 DC is the total Direct Cost,  
 OH is the firm's overhead rate applied to their DL and  
 FF is the Fixed Fee.

Where  $\text{FF} = (0.33 + R) \text{DL} + \% \text{SubDL}$ , where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

### III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT: the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.  
 The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
4. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.
5. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred as a result

of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.

6. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. The ENGINEER and LPA certify that their respective firm or agency:
  - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
  - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
  - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
  - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
  - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
  - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph e and
  - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State or local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this certification, an explanation shall be attached to this AGREEMENT.

9. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes include but are not limited to: acts of God or a public enemy; act of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

10. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- (2) Specifying actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
  - (a) abide by the terms of the statement; and
  - (b) notify the employer of any criminal drug statue conviction for a violation occurring int he workplace no later than (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's or contractor's policy of maintain a drug free workplace;

- (3) Any available drug counseling, rehabilitation and employee assistance program; and
- (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future project. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 12. For Preliminary Engineering Contracts:
  - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
  - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

**AGREEMENT SUMMARY**

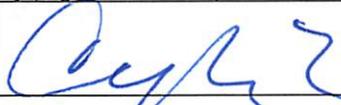
Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
HR Green, Inc.	42-0927178	\$471,022.00
<b>Subconsultants</b>		
Midland Standard & Testing	20-2435502	\$47,037.00
True North Consultants	26-1702603	\$11,700.00
Subconsultant Total		\$58,737.00
Prime Consultant Total		\$471,022.00
Total for all work		\$529,759.00

AGREEMENT SIGNATURES

Executed by the LPA:

The  Local Public Agency Type of  Local Public Agency

Attest:

By (Signature & Date)  


By (Signature & Date)  


Name of Local Public Agency  Local Public Agency Type  Clerk

Title

(SEAL)



Executed by the

Prime Consultant (Firm) Name

Attest:

By (Signature & Date)  


By (Signature & Date)  


Title

Title

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Homer Glen	HR Green, Inc.	Will	16-00017-00-WR

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

**EXHIBIT A  
SCOPE OF SERVICES**

**FOR FEDERAL PARTICIPATION PROJECTS**

See attached for detailed scope of work.



EXHIBIT A

**PROFESSIONAL SERVICES AGREEMENT**

**For**

**151<sup>st</sup> Street  
Cedar Road to Bell Road  
Phase II Engineering**

Section No.: 16-00017-00-WR

Carmen Maurella, Village Manager  
Village of Homer Glen  
14240 W. 151st Street  
Homer Glen, IL 60491  
847.439.3900

Ted Hamilton, PE  
Senior Project Manager  
HR Green, Inc.  
1391 Corporate Drive, Suite 203  
McHenry, IL 60050-5528  
815.759.8321

HR Green Project Number: 210953

September 1, 2022

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THIS **AGREEMENT** is between the VILLAGE OF HOMER GLEN (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

## 1.0 Project Understanding

### 1.1 General Understanding

CLIENT is proposing to make improvements to 151<sup>st</sup> Street from Cedar Road to Bell Road. The existing roadway generally consists of one (1) lane in each direction with variable width aggregate shoulders. The existing 151<sup>st</sup> Street at Parker Road intersection is the only signalized location in the corridor and the remaining intersections are stop controlled.

This project's major scope items will include the widening and reconstruction of 151<sup>st</sup> Street, and minor improvements at intersecting side streets within the project limits. 151<sup>st</sup> Street will be reconstructed to maintain one (1) through lane in each direction with a bi-directional, continuous center turn lane. Ancillary improvements will consist of traffic signal modifications to include pedestrian phases, curb and gutter, storm sewer, culverts, sidewalks, and shared-use path within the project limits.

The proposed work to be completed by COMPANY generally consists of the completion of Phase II contract plans and documents in accordance with Federal Highway Administration (FHWA) and Illinois Department of Transportation (IDOT) policies, procedures, and standards.

Since the project is being financed with Federal Surface Transportation Program (STP) and local funds, the project will be processed through IDOT Bureau of Local Roads (BLR) for a State letting in Springfield, which is targeted for March/April 2025.

Right-of-way (ROW) acquisition services are not included in this AGREEMENT. Any proposed ROW acquisition services required will be covered under a separate AGREEMENT.

The project limits include the following roadways and lengths:

#### A. 151<sup>st</sup> Street

The scope of work along 151<sup>st</sup> Street includes total reconstruction. The length of improvements along 151<sup>st</sup> Street is 13,630 feet or 2.58 miles (Sta. 191+42 to Sta. 327+72).

#### B. Side Streets

There are six (6) minor side streets located within the project limits where work will be limited to less than 100 feet from the 151<sup>st</sup> Street edge of pavement. They include Cedar Road, Creme Road, Heritage Circle, Eagle Ridge Drive, Arboretum Drive, and Rosarie Drive. The impacted areas generally cover through the radius returns and the scope will include total reconstruction of the side street approaches/aprons within those limits. There will be no geometric improvements on Parker Road and Bell Road.

### 1.2 Design Criteria/Assumptions

The following design guidelines will apply to this project:

#### A. IDOT BLR Manual

- B. IDOT Drainage Manual and Drainage Technical Memorandum, Bulletin 75
- C. IDOT Standard Specifications for Road and Bridge Construction
- D. Public Right-of-Way Accessibility Guidelines (PROWAG)
- E. Village of Homer Glen Stormwater Management Ordinance
- F. CLIENT Standard Specifications
- G. Manual on Uniform Traffic Control Devices (MUTCD)

## 2.0 Scope of Services

CLIENT agrees to employ COMPANY to perform the following services:

### 2.1 Land Surveying Services

A topographic survey of the corridor was previously completed in 2016. The proposed survey related tasks to be performed during Phase II include the following:

#### A. Conversion of Existing Survey Data

The current survey file is in MicroStation SS2 format, COMPANY will convert the survey data to be compatible with the latest Bentley MicroStation Open Roads (ORD) format.

#### B. Verify Survey Control

COMPANY will review and verify the previous set control, alignment, and ties are still valid and have not been disturbed by adjacent improvements.

#### C. Miscellaneous Pick-up Survey

Limited miscellaneous pick-up survey will be required along the corridor where additional information is required and where existing conditions have changed since the completion of the original survey. An additional three (3) days of fieldwork is included in this AGREEMENT to complete this survey.

### 2.2 Phase II Design and CAD Tasks

#### A. Data Collection and Review

1. COMPANY will request from CLIENT any available documents, studies, and files associated with the project corridor. Additionally, COMPANY will request all CLIENT utility atlases and GIS information.

#### B. CAD Tasks

1. COMPANY will update and convert existing CAD base files to Bentley MicroStation Open Roads Designer (ORD) format.
2. COMPANY will prepare base sheets for use in the plan development. Sheets will include plan and profile, and detail sheets.
3. COMPANY will manage CAD files throughout the project and manage transfer of data with CLIENT, sub-consultants and IDOT.

## 2.3 Contract Plans

COMPANY will prepare Phase II contracts plans for the improvement of 151<sup>st</sup> Street as described below.

### A. Cover Sheet

The cover sheet will include job information, location map, and CLIENT signature.

### B. General Notes, Index of Sheets, and Highway Standards

Standard IDOT list of general notes will be utilized, along with any required notes that are project specific. Highway Standard numbers, with revisions and titles, will be included. Any Phase I commitments will be listed.

### C. Summary of Quantities

The Summary of Quantities sheets will be developed using current IDOT pay items and code numbers. Pay items will be broken down by construction type codes and funding. This task will also include the calculation of contract quantities. It has been assumed there will be up to 150 pay items.

### D. Typical Sections

Existing and proposed typical sections will be developed for 151<sup>st</sup> Street and the side streets. It is assumed that there will be two (2) sheets of existing and two (2) sheets of proposed typical sections.

### E. Schedules of Quantities

A breakdown of major items will be included in the schedules of quantities. Tables will include pay item numbers and titles, locations, stations, and quantities. It has been estimated that up to 40 roadway related pay items will be scheduled.

### F. Alignment and Ties

Alignment and ties sets will be developed for the project limits. There will be two (2) alignments including one (1) for 151<sup>st</sup> Street and one (1) for the bike path. Information to be shown includes curve data, alignment coordinates, and benchmarks. Alignment and tie plans will be prepared at 1" = 100' scale.

### G. Maintenance of Traffic and Detours

The Traffic Management Plan (TMP) completed as part of the Phase I engineering will be used in the development of the detailed Maintenance of Traffic (MOT) plans. The project will be constructed utilizing both staged construction and detours. Construction will be split into two (2) segments and two (2) construction seasons will be required: Segment 1 - 151<sup>st</sup> Street from Parker Road to Bell Road and Segment 2 - 151<sup>st</sup> Street from Cedar Road to Parker Road.

Three (3) stages of construction will be required. Measures required to maintain drainage during construction will be identified and temporary drainage features will be shown on the MOT plans. Access to active properties will be maintained during construction.

The MOT plans will be prepared at 1" = 50' scale. Separate sheets for general construction staging notes will be provided, while specific staging notes and the legend will be placed on all MOT sheets as applicable. Construction guide signing will be

depicted on the MOT plans in accordance with the MUTCD and IDOT guidelines. Temporary pavement, temporary signing, and temporary pavement markings will be shown.

The project will also require two (2) detours. Detour plans will be developed which will detail the signing and traffic control devices. COMPANY will also present the project at IDOT's Detour Committee meeting one (1) year prior to the letting.

#### H. Removal Plans

Removal plans will be prepared that will detail all items proposed for removal. The sheets will be at 1" = 50' scale and be double-paned, detailing existing conditions and removals in each view.

#### I. Roadway Plan and Profile

The plan and profile sheets (1" = 50' scale) developed as part of the Phase I engineering will be utilized for the contract plan development. Additional details and notation will be added to the plans for clarification.

#### J. Erosion Control Plans

The project corridor has various undeveloped areas which include sensitive areas. There are 10 wetlands along the corridor that will need to be protected. It will be necessary to ensure that any runoff is filtered prior to leaving the ROW. An erosion control plan will be prepared for three (3) stages of construction. Erosion control measures and best management practices will include silt fence or filter socks, temporary sedimentation basins, temporary seeding, and mulching. The erosion control plans (1" = 50' scale) will be prepared for the project limits and consist of double-paned plan view drawings detailing the temporary erosion control measures.

#### K. Drainage Design and Plans

The detailed design for the proposed drainage system will be based on the preliminary drainage design completed as part of the Phase I engineering. 151<sup>st</sup> Street will be improved to an urban curb and gutter section and include a new enclosed storm sewer system within the project limits. The final storm sewer sizing (trunk and laterals), inlet spacing, and seven (7) minor culvert analyses (culverts less than 36" in diameter and driveway culverts) will be performed as part of the Phase II design.

COMPANY will utilize the storm sewer model created in Phase I as a guide for the final design. However, since there was a change to Illinois State Water Survey (ISWS) rainfall intensities, the latest Bulletin #75 will be used to complete the final drainage design and the Phase I design is anticipated to need revision.

There are no floodplains or floodways within the project limits that need to be analyzed.

##### 1. Storm Sewer Design

The drainage and utilities portion of ORD will be used for the storm sewer conveyance design. Laterals and inlets will be added to the design. The design will be completed with the Rational Method using the tributary areas and times of concentration calculated in Phase I. A 10-year frequency storm will be used for the design and the system will be checked for the 100-year storm event.

##### 2. Inlet-Spacing Design

Inlet spacing and encroachment calculations will be completed along curb and gutter sections and in the swale areas. Based on the proposed roadway geometry, COMPANY will calculate the required inlet spacing for a 10-year design storm event using the encroachment guidelines from the IDOT Drainage Manual and Bulletin #75 rainfall intensities.

3. Detention Analysis

The proposed improvements will result in an increase in impervious area and will require that stormwater detention be provided to meet CLIENT's stormwater ordinance requirements. It is anticipated that the stormwater detention will be provided in the proposed storm sewer and ditches. The design will be based on IDOT's detention spreadsheets and will be calculated for the four (4) sensitive outlets identified in phase I. The conveyance pipes will be oversized for detention and a restrictor manhole will be used to maintain the existing release rate at each outlet.

4. Ditch and Swale Design:

There are ditches and swales throughout the corridor that drain the offsite areas and will need to be intercepted prior to overtopping the curb. The previous designs will be revised using Bulletin #75 rainfall intensities and the ditch cross sections will be checked against the proposed ROW.

5. Culvert Design

There were eight (8) culverts identified in the Phase I drainage analysis. Two (2) of those culverts include a 4x2 box culvert that will be extended as part of the project (no additional analysis required) and a dual 9x3 box culvert that will be analyzed using the rational method for hydrology and HY-8 for hydraulics. The other seven (7) culverts are pipe culverts ranging in size from 15-inch to 30-inch diameter and will be analyzed using the rational method for hydrology and HY-8 for hydraulics. The culvert design criteria will be based on CLIENT's stormwater ordinance, IDOT Drainage Manual guidelines, and Bulletin #75 rainfall intensities.

6. Utility Conflict Identification

COMPANY will review existing and proposed utilities and create a utility conflict chart for utility crossing locations. These crossing locations will be used to coordinate with utility companies and to complete IDOT's Status of Utilities special provision. Water main relocation is anticipated due to the proposed location of drainage structures. It is assumed that American Water will be responsible for the design and plan preparation for any necessary water main relocations.

7. Drainage Plan and Profiles

The proposed drainage information will be shown on the drainage plan and profile sheets at 1" = 50' scale. The sheets will be double paned detailing the proposed drainage improvements in the plan view. The profile view will include the proposed drainage facilities.

8. Drainage Structure and Pipe Tables:

Drainage structure and pipe tables will be provided to detail the information (type, station, invert, etc.) pertaining to the proposed drainage appurtenances.

L. Intersection Details

Intersection detail sheets will be prepared for five (5) locations, which include 151<sup>st</sup> Street at five (5) side streets (Cedar Road, Creme Road, Eagle Ridge Drive, Arboretum Drive, and Rosarie Drive) and six (6) major entrances. The intersection details will be developed at 1" = 20' scale. The sheets will include station/elevation call outs at critical locations and proposed improvements.

M. ADA Ramp Details

ADA ramp details will be prepared for all ramp locations along both the sidewalk and bike path locations listed below. Ramps will not be installed at commercial or private entrances, only at side streets. The details will be prepared in accordance with the latest IDOT details and guidelines/requirements. The plans will be developed at 1" = 20' scale. Based on existing topography it is anticipated that all ramps will meet ADA standards and not require the completion of Maximum Extent Practicable (MEP) forms; however, for the purposes of this AGREEMENT, budget has been included for COMPANY to complete up to three (3) MEP forms. The ADA ramps include the following 19 locations:

151 <sup>st</sup> St at Nutmeg Avenue – 1 Ramp	151 <sup>st</sup> St at Township Ent – 1 Ramp
151 <sup>st</sup> St at Cedar Rd – 2 Ramps	151 <sup>st</sup> St at Parker Rd – 2 Ramps
151 <sup>st</sup> St at Heritage Cir (East) – 2 Ramps	151 <sup>st</sup> St at Rosarie Dr – 2 Ramps
151 <sup>st</sup> St at Heritage Cir (West) – 1 Ramp	151 <sup>st</sup> St at Bike Path – 2 Ramps
151 <sup>st</sup> at Library Entrances – 4 Ramps	151 <sup>st</sup> at Arboretum Dr – 2 Ramps

N. Pavement Marking, Signing and Restoration

Pavement markings, signing and restoration will be combined on one (1) set of plan sheets and will be at 1" = 50' scale. They will consist of a double-paned plan view, detailing pavement markings, raised reflective markers, roadway/bike path signage, restoration and trees.

The landscaping improvements will be comprised of only the restoration of disturbed areas with seed and tree replacement. It has been assumed that enhanced landscaping along the corridor will not be included.

O. Structural Design

1. Retaining Walls

The project will require two (2) retaining walls to be constructed to limit impacts to adjacent properties. The first wall is located along the south side of 151<sup>st</sup> Street and is approximately 446' in length (Sta. 288+14 to Sta 292+60) and will be up to three (3) feet in height. This wall is located adjacent to the Bengston property. The second wall is located along the north side of 151<sup>st</sup> Street and is approximately 80' in length (Sta. 309+50 to Sta 310+30) and will be up to three (3) feet in height. A wall type study will be completed to evaluate retaining wall types, including cast-in-place and segmental. Structural plans and details will be prepared for the retaining walls.

2. Box Culverts

The project will require two (2) structural box culvert designs. The first design includes an extension of an existing 4x2 box culvert to accommodate the roadway

widening and bike path. This culvert will be extended with a precast culvert extension to match existing and include a pedestrian railing. The second design includes a new dual 9x3 box culvert. This culvert will also be precast and include a pedestrian railing. Both culverts will also utilize precast end sections.

P. Traffic Signals

Traffic signal modifications are proposed for the 151<sup>st</sup> Street at Parker Road intersection. The work will include the modification of the existing traffic signal to include the installation of pedestrian signals. It has been assumed that a temporary traffic signal will not be required and there will be no traffic signal interconnect along 151<sup>st</sup> Street.

Q. Cross-Sections

COMPANY will develop a 3D model for use in developing cross-sections along the corridor. Cross-sections will be provided at 50-foot intervals, at driveways, and at other critical locations. Information to be provided includes ROW, centerline, edge of pavement and swale elevations, cut and fill areas, locations of unsuitable material, and proposed storm sewer. The scale will be 1:5V and 1:10H.

R. Miscellaneous Details

This task will include the development of miscellaneous roadway and drainage details and management of CLIENT and IDOT Standard Details. Details will be updated as necessary and included in the contract plans.

S. Pavement Design

CLIENT standard pavement designs will be reviewed using the latest traffic volumes and geotechnical data to ensure they meet current standards. It has been anticipated that a full depth HMA pavement design will be utilized.

T. Geotechnical Services

Geotechnical engineering services will be required on the project due to the roadway reconstruction, profile adjustments and retaining walls. The required geotechnical engineering services will be provided by Midland Standard Engineering & Testing, Inc. (Midland). Midland's scope of work includes completion of soil borings, a Roadway Geotechnical Report (RGR) and pavement design review. See Midland's attached scope for additional details (Exhibit A.1).

U. Submittals

During the development of the contract plans and specifications, COMPANY will make three (3) submittals: preliminary (70%), pre-final (90%), and final (100%). The preliminary submittal will be made to CLIENT for initial review and comment. The pre-final and final submittals will be made to CLIENT, IDOT, and utilities. Comments received will be addressed and a disposition of comments will be prepared and submitted with subsequent submittals.

1. Preliminary Submittal (70%)

The preliminary submittal (70%) will include the following items:

- a. Cover Sheet (1)
- b. Index/General Notes/Standards (2)

- c. Typical Sections (4)
- d. Alignment and Ties (100 scale) (6)
- e. Maintenance of Traffic – Notes, Typical Sections and Plans (50 scale) (24)
- f. Detour Plans (2)
- g. Removal Plans (50 scale) (5)
- h. Plan and Profile Sheets (50 scale) (10)
- i. Erosion Control Plans (50 scale) (16)
- j. Drainage Plan and Profile Sheets (50 scale) (10)
- k. Drainage Schedules (2)
- l. Storm Restrictor Detail Sheet (1)
- m. Intersection Details (20 scale) (10)
- n. ADA Ramp Details (20 scale) (7)
- o. Pavement Marking, Signing and Restoration Plans (50 scale) (5)
- p. Structural Plans (6)
- q. Traffic Signal Modification Plans (20 scale) (6)
- r. Cross-Sections every 50 feet, including driveways, and side streets (105)
- s. Miscellaneous Details (4)
- t. EOPC

COMPANY will submit the following to the CLIENT for review and comment at the preliminary submittal (70%):

- a. Three (3) copies of 11" x 17" plan sets
- b. One (1) PDF copy of plans and EOPC

2. Pre-final and Final Submittals (90% and 100%)

The preliminary plans will be revised per comments on the preliminary plans (70%) received from CLIENT. The pre-final and final submittals will include the following:

- a. Cover Sheet (1)
- b. Index/General Notes/Standards (2)
- c. Summary of Quantities (5)
- d. Typical Sections (4)
- e. Schedules of Quantities (5)
- f. Alignment and Ties (100 scale) (6)
- g. Maintenance of Traffic - Notes, Typical Sections and Plans (50 scale) (24)
- h. Detour Plans (2)
- i. Removal Plans (50 scale) (5)
- j. Plan and Profile Sheets (50 scale) (10)
- k. Erosion Control Plans (50 scale) (16)
- l. Drainage Plan and Profile Sheets (50 scale) (10)
- m. Drainage Schedules (2)
- n. Storm Restrictor Detail Sheet (1)
- o. Intersection Details (20 scale) (10)
- p. ADA Ramp Details (20 scale) (7)
- q. Pavement Marking, Signing and Restoration Plans (50 scale) (5)
- r. Structural Plans (6)
- s. Traffic Signal Modification Plans (20 scale) (6)
- t. Cross-Sections every 50 feet, including driveways, and side streets (105)
- u. Miscellaneous Details (4)

- v. Special Provisions
- w. EOPC
- x. Estimate of Time

COMPANY will submit the following to CLIENT and IDOT for review and comment at the pre-final and final submittals:

- a. Five (5) 11" x 17" paper copies of the contract plans
- b. Five (5) copies of the special provisions
- c. Four (4) copies of the EOPC
- d. Four (4) copies Estimate of Time

COMPANY will also submit a PDF copy of contract plans to utility companies for review.

## 2.4 Specifications and Estimates

- A. COMPANY will prepare the following specifications (as applicable) for inclusion in the preliminary, pre-final, and final submittals:
  - 1. Supplemental Specifications and Recurring Special Provisions
  - 2. Project Specific Special Provisions
  - 3. CLIENT Special Provisions
  - 4. BDE and BLR Special Provisions
- B. COMPANY will prepare an EOPC for submittal to CLIENT and IDOT at the preliminary (70%), pre-final (90%), and final (100%) milestones.
- C. COMPANY will prepare an Estimate of Time (EOT) for submittal to CLIENT and IDOT at the pre-final (90%), and final (100%) milestones.

## 2.5 Permitting

Regulatory agency coordination will be required to acquire the permits necessary for the project. The regulatory agencies include the United States Army Corps of Engineers (USACE) Chicago District, and Illinois Environmental Protection Agency (IEPA). It is anticipated that the following permits will be required for the project.

### A. NPDES Permit

The project will disturb more than one (1) acre; so a National Pollutant Discharge Elimination System (NPDES) permit will need to be acquired. As part of the NPDES permit, a Storm Water Pollution Prevention Plan (SWPPP) will be completed by COMPANY. Preparation of the SWPPP will include selection of appropriate source controls and flow controls for the site conditions, maintenance and inspection procedures, and an erosion control plan sheet providing locations for each of the major controls and details for the construction of the controls.

### B. USACE Section 404 Permit

A USACE Section 404 permit will be required for the project due to the presence of wetlands and Waters of the United States (WOUS). The Section 404 permitting and related coordination will be completed by COMPANY.

Wetland banking will be utilized to mitigate wetland impacts. COMPANY will assist CLIENT in the necessary coordination to obtain wetland banking credits. CLIENT will be responsible for costs associated with the purchase of the credits.

### C. Homer Glen Stormwater Permit

A Stormwater Permit will be required for the project. The permitting and related coordination will be completed by COMPANY and submitted to CLIENT. CLIENT is a certified community and will process the permit.

## 2.6 Environmental Studies

An Environmental Survey Request (ESR) was previously submitted to IDOT for processing during Phase I. No addendums to the ESR are anticipated at this time. The following is a summary of the Phase II environmental related tasks for this project:

Special Waste – A Preliminary Environmental Site Assessment (PESA) completed in Phase I identified four (4) recognized environmental condition (REC) sites that could potentially be impacted by construction of the project. As part of the Phase II engineering, a Preliminary Site Investigation (PSI) will be completed by our subconsultant True North Consultants (True North). See True North's attached detailed scope of services Exhibit (A.2). The general work to be completed by True North includes:

1. Perform up to 10 soil borings to a depth of six (6) feet within the ROW.
2. Analysis of up to 10 soil samples.
3. Compile all field screening data and laboratory results in a PSI report format to document the investigation findings.
4. Prepare and execute an IEPA LPC-663 Form for soils that can be certified as uncontaminated and managed at a permitted CCDD facility.

## 2.7 Utility Coordination

COMPANY will continue to coordinate with franchise utility companies as part of the Phase II engineering. The pre-final and final plans will be sent to the various utility companies having facilities within the project corridor to review the proposed improvements to determine if there are any conflicts that need to be addressed prior to construction. Utility coordination meetings are also proposed and detailed under the Meetings and Coordination task (see Section 2.8).

## 2.8 Meetings and Coordination

COMPANY will attend the following meetings and field checks:

- A. CLIENT Meetings - Status/coordination meetings will be held to discuss the project. These meetings may take place at CLIENT's office or virtually.
  1. CLIENT – Phase II Kick-off – one (1) meeting (3 people)
  2. CLIENT – Coordination/Status - three (3) meetings (2 people)
  3. CLIENT – Village Board Meeting - one (1) meeting (2 people)
- B. Agency and Stakeholder Meetings – Status/coordination meetings will be held to discuss the project. These meetings may take place at CLIENT's office, IDOT District One, project site or virtually.
  1. IDOT – Phase II Kick-off – one (1) meeting (2 people)
  2. Property Owners – Status – two (2) meetings - (2 people)
  3. Utilities - Coordination - two (2) meetings (2 people)
  4. COMPANY/Subconsultant – four (4) meetings (3 people)

C. Field Checks

1. Two (2) field checks (2 people)

D. Project Coordination and Correspondence

COMPANY will conduct general coordination throughout the project with CLIENT, IDOT, businesses, residents, various other stakeholders, and any utility companies having facilities within project limits. This item includes, but is not limited to letters, telephone and e-mail correspondence, and the filing of information.

2.9 Funding Coordination

CLIENT has previously secured Federal STP funding through the Will County Government League (WCGL). COMPANY will coordinate with WCGL throughout the duration of the project as necessary. The coordination will include the submittal of WCGL quarterly status updates through CMAP's eTIP website. These updates are required to be submitted in December, March, June, and September of every Federal fiscal year. COMPANY will also coordinate with WCGL on any changes related to the project schedule and/or funding.

2.10 Bidding Services

The 151<sup>st</sup> Street contract will be placed on a State letting and administered by IDOT. The following tasks will be completed by COMPANY to support the State letting:

1. Provide the required PS&E to IDOT for letting.
2. Answer contractor requests for information (RFIs) pertaining to the contract documents during bidding. It has been assumed that there will be up to three (3) RFIs. If necessary, plans will be revised to reflect changes and an addendum will be distributed by IDOT. It has been assumed that there will be only one (1) plan revision.
3. Submit necessary documentation to IDOT including Local Agency Construction Engineering Agreement and Joint Funding Agreement.

2.11 Quality Assurance / Quality Control

Quality Assurance and Quality Control (QA/QC) will be provided in accordance with COMPANY's current Quality Manual (QM), which outlines processes for project planning, including design input, outputs, review and verification. Constructability reviews will also be completed prior to milestone plan submittals.

2.12 Administration

COMPANY will conduct general project administration throughout the duration of the project, including management and oversight of the project team; periodic review of the project execution; document control; scope, schedule and budget monitoring; billing and invoicing; contract file management; and preparation of monthly progress reports.

**3.0 Deliverables and Schedules Included in this Agreement**

3.1 The following deliverable(s) will be generated for this project and are included in this AGREEMENT:

- A. 151st Street Contract Plans, Specifications and Estimates (PS&E)
- B. USACE Section 404, NPDES and Homer Glen Stormwater Permits
- C. PSI and IEPA LPC-663 Form



D. RGR

3.2 Project Schedule

COMPANY understands that this is a critical project to the CLIENT and the work will be completed in timely fashion. The project schedule includes the following estimated target dates:

- A. Preliminary (70%) Contract Plans – April 2024
- B. Pre-final (90%) PS&E – September 2024
- C. Final (100%) PS&E – November 2024
- D. IDOT Contract Letting – March 2025

This schedule was prepared to include reasonable allowances for review and approval times required by 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 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:

- A. ROW Acquisition Services
- B. Plats of Highway and/or Legal Descriptions
- C. Roadway Lighting Design and/or Plans
- D. Traffic Counts
- E. Traffic Signal Warrant Analyses
- F. Phase I related tasks or revisions not specifically included herein
- G. Floodplain and/or Floodway Analyses
- H. Compensatory Storage Calculations
- I. Drainage Investigations
- J. Water main relocation design
- K. ESR updates and/or AESR
- L. Website development/maintenance
- M. Specialty landscaping and/or irrigation plans
- N. Construction Observation
- O. Shop drawing reviews
- P. Wetland Banking Fees
- Q. Permit Fees
- R. Post Contract Coordination

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

5.0 Services by Others

- A. Geotechnical – Midland Standard Engineering & Testing, Inc.
- B. Special Waste – True North Consultants

6.0 Client Responsibilities

- A. Provide Village Utility Atlases as needed.
- B. Provide GIS information as needed.

- C. Review documents, reports, exhibits, presentations, letters, etc. in a timely manner so as not to negatively impact the project schedule.

## **7.0 Professional Services Fee**

### **7.1 Fees**

The fee for services will be based on COMPANY salaried rates current at the time the AGREEMENT is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non-salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the service is done.

### **7.2 Invoices**

Invoices for COMPANY's services will be submitted, on a monthly basis. Invoices will be due and payable upon receipt in accordance with the Illinois Prompt Payment Act 50ILCS 505. If any invoice is not paid within these timelines, COMPANY may, without waiving any claim or right against CLIENT, and without liability whatsoever to CLIENT, suspend or terminate the performance of services.

### **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 CLIENT.

### **7.4 Exclusion**

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the AGREEMENT. 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 detailed on Exhibit D.

## **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 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this AGREEMENT, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this AGREEMENT upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this AGREEMENT, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this AGREEMENT by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

### 8.5 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.

### 8.6 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.

### 8.7 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.

### 8.8 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.

### 8.9 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.



#### 8.10 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.

#### 8.11 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.

#### 8.12 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.

#### 8.13 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.

#### 8.14 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.

#### 8.15 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 remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

#### 8.16 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 attorneys' 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.

#### 8.17 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.

#### 8.18 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.

#### 8.19 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 attorneys' 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.

#### 8.20 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.

#### 8.21 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; disease epidemic or pandemic; failure of any government agency to act in a 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.

#### 8.22 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.

#### 8.23 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 services. The compensation to be paid COMPANY for said professional 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.

#### 8.24 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.

#### 8.25 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 attorneys' 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.

#### 8.26 Environmental Audits/Site Assessments

Environmental Audit/Site Assessment report(s) are prepared for CLIENT's sole use. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless against all damages, claims, expenses, and losses arising out of or resulting from any reuse of the Environmental Audit/Site Assessment report(s) without the written authorization of COMPANY.

#### 8.27 Design Without Construction Observation

It is agreed that the professional services of COMPANY do not extend to or include the review or site observation of the contractor's work or performance and the CLIENT assumes all responsibility for interpretation of the contract documents and for construction observation. It is further agreed that the CLIENT will defend, indemnify and hold harmless COMPANY from any claim or suit whatsoever, including but not limited to all payments, expenses or costs involved, arising from the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents. COMPANY agrees to be responsible for its employees' negligent acts, errors or omissions.

#### 8.28 Soliciting Employment

Neither party to this AGREEMENT will solicit an employee of the other nor hire or make an offer of employment to an employee of the other that is working on this PROJECT, without prior written consent of the other party, during the time this AGREEMENT is in effect.

#### 8.29 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.

Local Public Agency

Prime Consultant (Firm) Name

County

Section Number

Homer Glen

HR Green, Inc.

Will

16-00017-00-WR

**EXHIBIT B  
PROJECT SCHEDULE**

See Exhibit A for Project Schedule

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Homer Glen	HR Green, Inc.	Will	16-00017-00-WR

**Exhibit C  
Qualification Based Selection (QBS) Checklist**

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

Form Not Applicable (engineering services less than the threshold)

**Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.**

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If yes Due date of submittal

Method(s) used for advertisement and dates of advertisement

5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Project Criteria	Weighting
Capability to perform the work	20%
Past Experience	10%
Familiarity with Local Conditions	15%
Stakeholder Communication Experience	10%
Key Personnel	20%
Ability to meet schedule	10%
Project Understanding and Approach	15%

8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Selection committee (titles) for this project

Top three consultants ranked for this project in order	
1	HR Green, Inc.
2	V3 Companies
3	Robinson Engineering

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14	QBS according to State requirements used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Homer Glen	HR Green, Inc.	Will	16-00017-00-WR

15	Existing relationship used in lieu of QBS process?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16	LPA is a home rule community (Exempt from QBS).	<input checked="" type="checkbox"/>	<input type="checkbox"/>



<b>Local Public Agency</b> Village of Homer Glen	<b>County</b> Will	<b>Section Number</b> 16-00017-00-WR
<b>Prime Consultant (Firm) Name</b> HR Green, Inc.	<b>Prepared By</b> Ted Hamilton	<b>Date</b> 8/16/2022
<b>Consultant / Subconsultant Name</b> HR Green, Inc.	<b>Job Number</b> D-91-135-22	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

**Remarks**

Phase II Engineering for 151st Street improvements

### PAYROLL ESCALATION TABLE

CONTRACT TERM	25	MONTHS			
START DATE	2/1/2023			OVERHEAD RATE	180.16%
RAISE DATE	6/1/2023			COMPLEXITY FACTOR	0
				% OF RAISE	2.00%
END DATE	2/28/2025				

### ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	2/1/2023	6/1/2023	4	16.00%
1	6/2/2023	6/1/2024	12	48.96%
2	6/2/2024	3/1/2025	9	37.45%

The total escalation = 2.41%





**Local Public Agency**

Village of Homer Glen

**County**

Will

**Section Number**

16-00017-00-WR

**Consultant / Subconsultant Name**

HR Green, Inc.

**Job Number**

D-91-135-22

**DIRECT COSTS WORKSHEET**

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.  
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	3188	\$0.63	\$1,992.50
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)	7	\$25.00	\$175.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)	10043	\$0.15	\$1,506.52
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Postage	Actual Cost			\$0.00
Permit Fees	Actual Cost			\$0.00
				\$0.00
				\$0.00
<b>TOTAL DIRECT COSTS:</b>				<b>\$3,674.02</b>



**Local Public Agency**

Village of Homer Glen

**County**

Will

**Section Number**

16-00017-00-WR

**Consultant / Subconsultant Name**

HR Green, Inc.

**Job Number**

D-91-135-22

**AVERAGE HOURLY PROJECT RATES  
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET**

SHEET 1 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Land Surveying Services			Phase II Design and CAD Tasks			Contract Plans			Specifications and Estimates			Permitting		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Regional Director	78.00	61.0	1.97%	1.54							0			7	4.86%	3.79			
Senior Engineer	74.74	75.0	2.43%	1.81							75	3.35%	2.50						
Senior Project Manager -P	77.10	274.0	8.86%	6.83	4	5.80%	4.47	1	1.16%	0.90	53	2.37%	1.82	27	18.75%	14.46	9	13.64%	10.51
Lead Engineer	61.26	164.0	5.31%	3.25							160	7.15%	4.38				4	6.06%	3.71
Project Manager	60.67	36.0	1.16%	0.71							36	1.61%	0.98						
Project Engineer II	46.85	837.0	27.08%	12.69				7	8.14%	3.81	476	21.26%	9.96	104	72.22%	33.84	43	65.15%	30.53
Project Designer	54.81	65.0	2.10%	1.15				35	40.70%	22.31	30	1.34%	0.73						
Staff Engineer II	36.47	533.0	17.24%	6.29							517	23.09%	8.42	6	4.17%	1.52	10	15.15%	5.53
Staff Engineer I	33.03	62.0	2.01%	0.66							62	2.77%	0.91						
Senior Design Technician	42.15	884.0	28.60%	12.06				43	50.00%	21.08	830	37.07%	15.63						
Project Land Surveyor I	48.64	20.0	0.65%	0.31	20	28.99%	14.10												
Staff Land Surveyor II	39.65	45.0	1.46%	0.58	45	65.22%	25.86												
Administrative Assistant II	29.98	10.0	0.32%	0.10															
Accounting Specialist II	29.39	25.0	0.81%	0.24															
		0.0																	
		0.0																	
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		0.0																	
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<b>TOTALS</b>		3091.0	100%	\$48.22	69.0	100.00%	\$44.43	86.0	100%	\$48.09	2239.0	100%	\$45.34	144.0	100%	\$53.61	66.0	100%	\$50.28

**Local Public Agency**

Village of Homer Glen

**County**

Will

**Section Number**

16-00017-00-WR

**Consultant / Subconsultant Name**

HR Green, Inc.

**Job Number**

D-91-135-22

**AVERAGE HOURLY PROJECT RATES  
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET**

SHEET 2 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Environmental Studies			Utility Coordination			Meetings and Coordination			Funding Coordination			Bidding Services			QA/QC		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Regional Director	78.00							32	16.84%	13.14	4	16.67%	13.00	2	8.33%	6.50	10	10.20%	7.96
Senior Engineer	74.74																		
Senior Project Manager -Peo	77.10	2	33.33%	25.70	2	5.00%	3.85	62	32.63%	25.16	2	8.33%	6.42	6	25.00%	19.27	50	51.02%	39.34
Lead Engineer	61.26																		
Project Manager	60.67																		
Project Engineer II	46.85	4	66.67%	31.24	30	75.00%	35.14	89	46.84%	21.95	18	75.00%	35.14	16	66.67%	31.24	38	38.78%	18.17
Project Designer	54.81																		
Staff Engineer II	36.47																		
Staff Engineer I	33.03																		
Senior Design Technician	42.15				8	20.00%	8.43	3	1.58%	0.67									
Project Land Surveyor I	48.64																		
Staff Land Surveyor II	39.65																		
Administrative Assistant II	29.98							4	2.11%	0.63									
Accounting Specialist II	29.39																		
<b>TOTALS</b>		6.0	100%	\$56.94	40.0	100%	\$47.43	190.0	100%	\$61.54	24.0	100%	\$54.57	24.0	100%	\$57.01	98.0	100%	\$65.46

**Local Public Agency**

Village of Homer Glen

**County**

Will

**Section Number**

16-00017-00-WR

**Consultant / Subconsultant Name**

HR Green, Inc.

**Job Number**

**AVERAGE HOURLY PROJECT RATES  
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET**

SHEET 3 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Administration & Management																	
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Regional Director	78.00	6	5.71%	4.46															
Senior Engineer	74.74																		
Senior Project Manager -Peo	77.10	56	53.33%	41.12															
Lead Engineer	61.26																		
Project Manager	60.67																		
Project Engineer II	46.85	12	11.43%	5.35															
Project Designer	54.81																		
Staff Engineer II	36.47																		
Staff Engineer I	33.03																		
Senior Design Technician	42.15																		
Project Land Surveyor I	48.64																		
Staff Land Surveyor II	39.65																		
Administrative Assistant II	29.98	6	5.71%	1.71															
Accounting Specialist II	29.39	25	23.81%	7.00															
<b>TOTALS</b>		105.0	100%	\$59.64	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00

Midland Standard Engineering  
& Testing Inc.



COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ANNIVERSARY RAISE

Local Public Agency

Village of Homer Glen

County

Will

Section Number

16-00017-00-WR

Prime Consultant (Firm) Name

HR Green, Inc.

Prepared By

William Wyzgala

Date

8/19/22

Consultant / Subconsultant Name

Midland Standard Engineering & Testing, Inc.

Job Number

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

RGR Soil Investigation

PAYROLL ESCALATION TABLE

CONTRACT TERM	15	MONTHS
START DATE	9/1/22	
RAISE DATE	ANNIVERSARY	

OVERHEAD RATE	135.00%
COMPLEXITY FACTOR	
% OF RAISE	2.00%

ESCALATION PER YEAR

DETERMINE THE MID POINT OF THE AGREEMENT

7.5

CALCULATE THE ESCALATION FACTOR TO THE MIDPOINT OF THE CONTRACT

1.25%

The total escalation for this project would be:

1.25%





## Local Public Agency

Village of Homer Glen

## County

Will

## Section Number

16-00017-00-WR

## Consultant / Subconsultant Name

Midland Standard Engineering &amp; Testing, Inc.

## Job Number

## DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.  
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET ANNIVERSARY RAISE

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/MyIars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/MyIars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost	1	\$3,760.00	\$3,760.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Mobilization of Drill Rig	day	8	\$160.00	\$1,280.00
Pavement Core at Soil Boring	each	25	\$175.00	\$4,375.00
Soil Borings with Split Spoon Sampling	per foot	500	\$21.00	\$10,500.00
Traffic Control and Protection	per day	8	\$1,350.00	\$10,800.00
<b>TOTAL DIRECT COSTS:</b>				<b>\$30,715.00</b>





TrueNorth Consultants

August 2, 2022

Sean LaDieu, P.E.  
HR Green, Inc  
2363 Sequoia Drive, Suite 101  
Aurora, Illinois 60506

**RE: Proposal – Preliminary Site Investigation  
151<sup>st</sup> Street  
Cedar Road to Bell Road  
Homer Glen, Illinois 60491  
TNC Proposal #P122-686**

Dear Mr. LaDieu,

True North Consultants, Inc. (True North) is pleased to provide this proposal to perform a Preliminary Site Investigation (PSI) for the 151<sup>st</sup> Street improvement project along 151<sup>st</sup> Street from Cedar Road to Bell Road, Homer Glen, Illinois (Site). The following sections of this proposal present background information, scope of services, estimated costs, schedule, and limitations.

## **BACKGROUND**

True North prepared a Preliminary Environmental Site Assessment (PESA) for the subject Site on October 20, 2020, in order to identify *recognized environmental conditions* (RECs) associated with the project. Four properties were identified to contain RECs potentially affecting the Site including:

- Speedway Gas Station/Gas City at 15060 South Bell Road: Identified historical use of underground storage tank (UST), chemical use, and fueling station operation.
- Former BP Amoco at 15112 South Bell Road: Identified historical use of UST and fueling station operation.
- Village of Homer Glen at 14110 West 151<sup>st</sup> Street: Identified historical use of aboveground storage tank (AST) with reported Notice of Violations (NOVs).
- Village of Homer Glen at 14240 West 151<sup>st</sup> Street: Identified historical use of AST with reported NOVs.

Based on True North's findings during the PESA, HR Green, Inc (HR Green) (Client) requested that True North provide a proposal to complete a PSI evaluation for the above referenced project which includes the proposed roadway/utility improvements along the subject roadway within existing dedicated right-of-way. The adjoining properties are primarily a mix of residential, agricultural, and commercial property uses for the length of the specified project area. This proposal is for the assessment of the ROW associated with the proposed improvement project.



## SCOPE OF SERVICES

### *Task 1: Preliminary Site Investigation*

True North has prepared a preliminary scope of work for the Preliminary Site Investigation based upon the results of the PESA evaluation referenced earlier in this proposal. All Site soil characterization activities will be performed by True North personnel in general conformance with standards and protocols set forth by the Illinois Environmental Protection Agency (IEPA) 35 Illinois Administrative Code (IAC) 742, "Tiered Approach to Corrective Action Objectives (TACO)", United States Environmental Protection Agency (USEPA) SW-846, "Test Methods for Evaluating Solid Waste, Physical/Chemical Methods", ASTM E1903-97 standard, "Standard for Environmental Site Assessments: Phase II Environmental Site Assessment Process", Occupational Health & Safety Administration (OSHA) 1910 and 1926 Standards, 35 IAC 1100, "Clean Construction or Demolition Debris Fill Operations (CCDD)," IDOT's Bureau of Design and Environment (BDE) Procedure Memorandum Number 10-07, Special Waste Procedures, IDOT's Bureau of Local Roads and Streets (BLRS) Manual, Chapter 20-12, Special Waste, and IDOT's BDE manual.

True North has assumed subcontracting an environmental drilling contractor to advance soil borings at predetermined locations based on the findings of the PESA. The environmental drilling contractor will be responsible for all public utility locates prior to drilling activities. The drilling contractor will advance up to soil borings within the proposed project area to a depth of approximately six feet below grade based on True North's understanding of the project. The soil borings will be completed at representative locations and depths within the proposed project area based on the PESA findings and proposed improvements.

Soil will be continuously screened from grade to the end of borings for characterization in accordance with the Unified Soil Classification System (USCS). Representative soil samples will be screened with a calibrated photoionization detector (PID) with a 10.6eV lamp to determine the presence of photoionizable vapors that are potentially indicative of the presence of volatile compounds in the soil. All downhole equipment will be decontaminated between each probe point with distilled water and liqui-nox solution and a distilled water rinse.

The final boring locations will be chosen based upon the PESA findings, the project scope of work, additional information received from the utility locations and any other additional information received prior to commencement of field activities. The PESA will be utilized in conjunction with current environmental database reports for the Potentially Impacted Property (PIP) evaluation per CCDD regulatory requirements.

True North will collect one soil sample from each soil boring for laboratory analyses to determine if the soils are impacted above the Maximum Allowable Concentration (MAC) values as referenced in the CCDD regulations. Based on typical CCDD facility requirements and the noted RECs, samples will be collected for a combination of Volatile Organic Compounds (VOCs), Benzene, Ethylbenzene, Toluene and Total Xylenes (BETX), Methyl tert-Butyl Ether (MTBE), Semi-Volatile Organic Compounds (SVOCs), Polynuclear Aromatic Hydrocarbons (PNAs), RCRA Metals, and pH. The following table summarizes the PSI and CCDD characterization analytical parameters and the maximum number of samples included in the project costs:

Compound or Group of Compounds	USEPA Analytical	Method Identification Matrix	Number of Samples
Volatile Organic Compounds (VOCs)	5035/8260	Soil	5



Compound or Group of Compounds	USEPA Analytical	Method Identification Matrix	Number of Samples
Benzene, Ethylbenzene, Toluene and total Xylenes (BETX)/Methyl tert-Butyl Ether (MTBE)	5035/8260	Soil	5
Semi-Volatile Organic Compounds	8270	Soil	5
Polynuclear Aromatic Hydrocarbons (PNAs)	8270	Soil	5
Resource Conservation Recovery Act (RCRA) Metals	6010B/7470/7470	Soil	10
Toxicity Characteristic Leachate Procedure (TCLP) RCRA Metals (if necessary)	1311/6010	Soil	4
pH	9045C	Soil	10

True North shall compile all field screening data and laboratory results in a Preliminary Site Investigation report format to document the investigation findings. The summary report shall include field sampling locations, analytical tables, laboratory data, and any pertinent historical and regulatory information used to formulate and support the investigation findings. Additionally, True North will prepare and execute an Illinois Environmental Protection Agency LPC-663 Form for soils that can be certified as uncontaminated and managed at a permitted CCDD facility. The PSI report and CCDD certification shall depict areas that cannot be certified based on the analytical data and/or field screening observations gathered during assessment activities.

## PROJECT COSTS

True North proposes to conduct the above scope of services in accordance with the following costs:

Service	Quantity	Units	Rate	Total
<i>Task 1: Preliminary Site Investigation</i>				
Soil Characterization Sampling	1	LS	\$8,900	\$8,900
PSI Report & LPC-663	1	Report	\$2,800	\$2,800
<b>Total Cost of Services</b>				<b>\$11,700</b>

Should the Client request a change in the scope-of-work, or should circumstances render the current estimate invalid, a new estimate will be prepared and mutually agreed to in writing before further work proceeds. Our Schedule of Terms and Conditions shall apply to the proposed work and is attached for your review. Written authorization to proceed will form a binding contract and indicates your acceptance of our Terms and Conditions. Any changes to our Terms and Conditions must be agreed to in writing by both parties prior to your authorization to proceed.



## SCHEDULE

True North can commence the PSI process upon written authorization to proceed. The soil sampling activities can be scheduled within approximately three weeks of authorization to proceed dependent upon drilling contractor's availability. True North has assumed one day of field work to complete sampling activities. Laboratory results will be available within two weeks of sampling activities unless an expedited timeframe, charged at an additional cost, is authorized by the Client. Additional laboratory analyses (i.e., TCLP analysis) may be requested dependent upon initial results for total concentrations. For scheduling purposes, the turn-around timeframe begins the day after on-site activities have been completed. True North will provide the PSI report along with the LPC-663 certification, if applicable, within three weeks of receiving all laboratory analytical data.

## LIMITATIONS & QUALIFICATIONS

- It is assumed for purposes of this estimate that access to the Site is available during normal working hours and that records relating to the properties are reasonably ascertainable. In addition, there are no encumbrances on the property that may limit observations or accessibility.
- True North has not included the cost of obtaining a Village permit for the project. True North assumed that all drilling activities will not require ROW permits from the Village, County or IDOT. In addition, True North has not included permit fees, private utility locate costs, or other fees that may pertain to the performance of work within this cost estimate. True North shall contact the Client to inform them and request payment of any fees that have been incurred outside the scope of this estimate.
- True North has included the cost for subcontracting a non-union, prevailing wage environmental driller to advance the soil borings. True North will coordinate environmental drilling contractor activities.
- True North cannot guarantee that all permitted CCDD facilities will accept the proposed analytical sampling. Certain CCDD facilities may require additional soil analysis beyond the scope of this proposal. True North is not responsible for the costs to collect samples for additional analysis beyond this proposal. The Client or others shall be responsible for disposal of all soils rejected from the CCDD operation as a special waste at a permitted landfill.
- The scope of work does not include waste characterization analyses and/or waste profiling beyond the identified testing and reporting. The analytical does not include a determination for characteristic hazardous wastes which may be required for obtaining landfill acceptance for disposal at a non-CCDD facility (i.e., Subtitle D non-hazardous waste landfill).
- The Client will provide True North with existing utility plans and assist True North with ensuring all utility locations are complete prior to Site mobilization.
- This proposal does not include any additional work, inclusive of delineation sampling to define any areas exhibiting constituents above the MACs.
- This proposal is based on field work performed in Level D personal protection (i.e., steel-toed boots, hard hats, safety glasses, and gloves). True North will postpone field work and notify client immediately if field conditions warrant an increase in personal protection.



- The results reported and any opinions reached by True North are for the benefit of the Client and unless agreed to by True North in writing, are not to be disclosed to or relied upon by any other party. The results and opinions set forth by True North shall be valid from the date of the final report for a timeframe limited to that specified in the standard.

## **TERMS OF AGREEMENT**

If this proposal meets with your approval, please sign the attached service agreement, and return it to our office via mail, fax or e-mail. This agreement for professional services represents a contract between True North Consultants, Inc. and the Client. Our Terms and Conditions are hereby incorporated as part of this agreement.

True North appreciates the opportunity to offer this proposal for environmental assessment consulting services. If you have any questions, please contact me at 630.717.2880.

Regards,

**TRUE NORTH CONSULTANTS**

Ryan LaDieu, P.E.  
President

Melissa Kupczyk  
Staff Consultant

Attachment: General Terms & Conditions



## Professional Services Agreement

Proposal for Environmental Consulting Services  
151<sup>st</sup> Street - Preliminary Site Investigation  
Proposal No. P122-686

The Client accepts the attached proposal in the amount of **Eleven thousand Seven Hundred (\$11,700.00)** dollars and hereby authorizes True North to proceed with proposed services in accordance with the noted scope of work, project costs, schedule, limitations and qualifications, and the attached Terms and Conditions.

Client Authorization	True North Consultants
Signature:	Signature: 
Name:	Name: Ryan LaDieu
Title:	Title: President
Date:	Date: July 27, 2022

## **GENERAL TERMS & CONDITIONS OF SERVICES**

### **1.0 PROPOSAL ACCEPTANCE**

The following terms and conditions ("Terms") shall apply to and are the only terms that govern the attached Master Service Agreement, Proposal or Quotation (collectively, "Agreement") between True North Consultants, Inc. ("True North") and the Client named in the Agreement ("Client"). Client's acceptance of the Agreement includes acceptance of these Terms and any terms and conditions proposed by the Client will be deemed to materially alter the Terms and are hereby objected to and rejected by True North. Acceptance of the Agreement, including acceptance of the Terms, shall occur upon the notification of True North by Client, in writing, electronically or orally, to commence performance in accordance with the requested Consulting Services (as defined in the Agreement) and the Terms. In the event of a conflict between these Terms and the Agreement, the terms of the Agreement will prevail unless otherwise agreed to by the parties in writing.

### **2.0 LIMITED WARRANTY**

- 2.1 Professional Standard of Care: True North warrants that it will perform the Consulting Services consistent with the level of care and skill ordinarily exercised by other professional consultants in the same locale and under similar circumstances at the same time the Consulting Services are performed.
- 2.2 Exclusive Remedy: True North's sole and exclusive liability and Client's sole and exclusive remedy for breach of this warranty shall be as follows:
  - 2.2.1 True North will use reasonable commercial efforts to promptly cure any breach; provided, that if True North cannot cure such breach within a reasonable time (but no more than thirty (30) days) after Client's notice of such breach, Client may, at its option, terminate the Agreement by service of written notice of termination.
  - 2.2.2 In the event the Agreement is terminated pursuant to Section 2.2.1 above, True North will within thirty (30) days after the effective date of termination refund to Client any fees paid by Client as of the date of termination for the Consulting Services, less a deduction equal to the fees for receipt or use of such Consulting Services up to and including the date of termination on a pro-rated basis.
  - 2.2.3 The foregoing remedy shall not be available unless Client provides written notice of such breach within thirty (30) days after acceptance of such Consulting Services to True North.
- 2.3 Disclaimer of Implied Warranties: EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION 2, TRUE NORTH MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE CONSULTING SERVICES UNDER THE AGREEMENT, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE OR OTHERWISE.

### **3.0 SUBCONTRACTED AND OTHER SERVICES**

- 3.1 True North will select reputable subcontractors for test borings and/or other explorations or services based on oral or written competitive prices. The subcontractors' invoices shall be billed in accordance with the Agreement. Nothing in this Section 3 shall require that services or equipment be obtained through competitive bidding or be available from multiple sources. True North shall not be responsible for the means and methods utilized by its subcontractors.
- 3.2 On occasion, True North engages the specialized services of individual consultants or other companies to participate in a project. When considered necessary, the cost of such services will be billed in addition to True North's fee schedules set forth in the Agreement.

### **4.0 SITE ACCESS AND SITE CONDITIONS**

- 4.1 Client shall grant or obtain free access to the site for all equipment and personnel for True North to perform the Consulting Services for the Project (as defined in the Agreement) set forth in the Agreement. Client shall notify any and all possessors of the Project site that Client has granted True North free access to the site. True North will take reasonable precautions to limit damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur and the correction of such damage is not part of the Agreement unless so specified in True North's proposal. Client is responsible for the accuracy of locations for all subterranean structures and utilities. True North will take reasonable precautions to avoid known subterranean structures, and Client waives any claim against True North, and agrees to defend, indemnify, and hold True North harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate True North for any time spent or expenses incurred by True North in defense of any such claim with compensation to be based upon True North's prevailing fee schedule/expense reimbursement policy set forth in the Agreement.
- 4.2 Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys or explorations are made, and that site conditions may change with time. Data, interpretation, and recommendations by True North will be based solely on information available to True North. True North is responsible for its data,



interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed by True North or any other party. To the extent True North must rely upon data provided by another party, True North will not be liable for any claim of injury or loss arising from such data. Client acknowledges that whenever a project involves hazardous or toxic materials and/or investigations of chemicals in the environment, there are inherent uncertainties involved (such as limitations on laboratory analytical methods, variations in subsurface conditions and the like) that may adversely affect the results of the Project, even though the Consulting Services are performed with skill and care.

## **5.0 BILLING AND PAYMENT**

Invoices shall generally be submitted every four (4) weeks for Consulting Services performed during the previous four (4) weeks. Payment shall be due within thirty (30) days of invoice date. If Client objects to all or any portion of any invoice, Client shall so notify True North in writing within fourteen (14) calendar days of invoice receipt, identify the cause of disagreement, and pay within thirty (30) days that portion of the invoice, if any, not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, Client shall pay the balance as stated on the invoice. Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. Client will pay an additional charge of one and one-half percent (1.5%) per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of Client. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. All time spent and expenses incurred (including any attorneys' fees) in connection with collection of any delinquent amount shall be paid by Client to True North per True North's current fee schedules. In the event Client fails to pay True North within thirty (30) days after invoices are rendered, Client agrees that True North has the right to suspend Consulting Services under the Agreement, without incurring liability to Client, after giving seven (7) days' written notice to Client. Client acknowledges that True North's fee schedules are subject to change on an annual basis without prior notice.

## **6.0 DOCUMENTS AND ELECTRONIC FILES**

- 6.1 Written Documents: Any letters, reports, or documents prepared by True North for Client are the instruments of True North's Consulting Services. The Consulting Services provided by True North are solely for Client's use for the Project and site described in the Agreement. Any documents prepared by True North for the client shall not, in whole or in part, be disseminated or conveyed to another party, nor used by another party in whole or in part, without prior written consent from True North. Client shall, to the fullest extent permitted by law, waive any claim against True North, and indemnify, defend, and hold True North harmless for any claim or liability for injury or loss allegedly arising from any third-party reliance on True North's instruments of Consulting Services without True North's specific authorization to do so.
- 6.2 Electronic Files: Client hereby grants permission for True North to use information and data provided by Client, including electronic records produced or provided by Client in the completion of the Project. Client also grants permission to True North to release True North documents electronically to consultants, contractors, and vendors as required in the execution of the Project.
- 6.3 Retention Period: True North shall not be obligated to maintain written documents and electronic files relating to its Consulting Services performed for Client under the Agreement for more than five (5) years following completion of the relevant Consulting Services.

## **7.0 INSURANCE**

True North maintains Workmen's Compensation Insurance as required by applicable law and General Liability Insurance for bodily injury and property damage with an aggregate limit of \$1,000,000 per occurrence. True North will furnish certificates of such insurance upon request. In the event Client desires additional insurance coverage of this type, True North will, upon the Client's written request made prior to the performance of Consulting Services, obtain additional insurance (if possible) at Client's expense.

## **8.0 ALLOCATION OF RISK**

- 8.1 Limitation of Liability: IN NO EVENT SHALL TRUE NORTH BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT TRUE NORTH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL TRUE NORTH'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO TRUE NORTH PURSUANT TO THE AGREEMENT. If Client prefers not to limit True North's professional liability to this sum, True North will waive this limitation upon Client's written request, provided that Client agrees to pay for this waiver at a negotiated fee. Client's request for this option must be made at the time Client enters into the Agreement. In the event Client makes a claim against True North for any act arising out of the performance of True North's Consulting Services, and



fails to prove such claim, then Client agrees to pay all attorneys' fees and other costs incurred by True North in defense of such claim.

- 8.2 Indemnification: Client shall indemnify, defend and hold harmless True North and its officers, directors, agents, employees, affiliates, successors and permitted assigns against any and all suits, actions, legal or administrative proceedings, claims, debts, demands, damages, liabilities, interest, attorney's fees, costs and expenses arising from or related to the performance of Consulting Services under the Agreement and attributable to either a breach by Client of its obligations hereunder or the act or omission or willful misconduct of Client or anyone acting under Client's direction or control.

## **9.0 CHANGES**

- 9.1 Unforeseen Site Conditions: True North reserves the right to make reasonable changes in the Consulting Services to be performed after acceptance of the Agreement. Client understands that unforeseen site conditions may require changes in the scope of Consulting Services to be performed.
- 9.2 Unauthorized Changes: If changes are made to True North's work products for Consulting Services by Client or persons other than True North, and these changes affect True North's Consulting Services, any and all liability against True North arising out of such changes is waived and Client shall assume full responsibility for such changes unless Client has given True North prior notice and has received from True North written consent for such changes.
- 9.3 Client-Requested Changes: Upon receipt of a change requested by Client, True North will obtain price quotations from its subcontractors and will provide Client with a quotation of the cost of having the change performed, and any increase in contract time caused by the change. True North shall authorize the requested change by amending the contract price and contract time in the Agreement.

## **10.0 NOTIFICATION OF HAZARDS**

Client shall notify True North of any information Client has with respect to the existence or suspected existence of biological pollutants, hazardous materials, oil, or asbestos in the environment, including, but not limited to the air, soil, and water at the site. Client shall advise True North immediately of any information which Client receives regarding the existence of any such hazardous materials or conditions at the site which might present a threat to human health and safety or the environment or impact True North's work products.

## **11.0 BIOLOGICAL POLLUTANTS**

True North's scope of Consulting Services, unless specifically outlined in its written scope of Consulting Services, does not include the investigation or detection of the presence of any biological pollutants in or around any structure. Client agrees that True North will have no liability for any claim regarding bodily injury or property damage alleged to arise from or be caused by the presence of or exposure to any biological pollutants, in or around any structure. In addition, Client shall defend, indemnify, and hold harmless True North from any third-party claim for damages alleged to arise from or be caused by the presence of or exposure to biological pollutants in or around any structure.

## **12.0 SITE CONTROL, CONFIDENTIALITY AND DISCLOSURE**

True North shall not assume, by virtue of performing Consulting Services on or near the site, the responsibility or liability for any aspect or condition of the site that may now or later exist to be discovered. In particular, True North shall not assume the responsibility to report to any governmental or regulatory agency the existence of any conditions of the site that may present a threat to human health, safety or the environment. True North will not intentionally divulge information regarding any Agreement, True North's Consulting Services or any report, and which is not in the public domain, except to Client or those whom Client designates. Notwithstanding the foregoing, Client understands that True North will comply with judicial orders and applicable laws and regulations regarding the reporting to the appropriate public agencies of potential dangers to the public health, safety or the environment.

## **13.0 RCRA COMPLIANCE**

Nothing contained in these Terms or the Agreement shall be construed or interpreted as requiring True North to assume the status of a generator, storer, treater, transporter, or disposal facility within the meaning of the Resource Conservation and Recovery Act of 1976, as amended, or within the meaning of any similar Federal, State, or local regulation or law.

## **14.0 DELAYS**

Delays not the fault of True North or its subcontractors shall result in an extension of the schedule equivalent to the length of delay. If such delays result in additional costs to True North, the total Project cost shall be equitably adjusted by the amount of such additional costs.

## **15.0 DISPUTE RESOLUTION; CHOICE OF FORUM**

Any claims or disputes between Client and True North arising out of or related to the Consulting Services provided by True North or out of or related to the Agreement shall be submitted to non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. Any claims arising out of or relating to the sale of Consulting Services provided by